

above or, in the event that no further Animals or Semen are purchased by Member, a refund of the invoiced cost of the Animal or Semen in question, less slaughter value. Triumph will have no liability for losses resulting or allegedly resulting from failure of female Animals to conceive, settle, farrow or produce progeny after mating or after administration of semen, regardless if semen is purchased from Triumph or collected from AI Boars purchased from Triumph. Triumph will not be liable for incidental or consequential losses, including, without limitation, veterinarian's fees, lost profits, loss of anticipated savings or other incidental or consequential damages of any nature.

F. **LATE DELIVERY.** While Triumph will make an effort to deliver Animals and Semen on time, specified or suggested delivery dates will not be of the essence of these Conditions of Sale. Triumph will have no liability for any loss caused by late delivery.

G. **LIMITATION PERIOD.** Any claim alleged to arise out of the purchase of Animals or Semen pursuant to these Conditions of Sale shall be commenced in accordance with the arbitration provisions under the Triumph Genetic Supply Member Agreement (the "Agreement") to which these Conditions of Sale are attached.

H. **DISEASE STATEMENT.** Member is experienced in swine breeding and knows that organisms which cause swine diseases (called pathogens) are present in virtually every swine herd, including Triumph's swine herds, and in semen. New or different pathogens or diseases may arise at any time. (See also Triumph's Isolation and Acclimatization recommendations.) The outbreak of diseases however is caused by many factors in addition to the presence of pathogens within a swine, swine herd, or semen. Although Triumph attempts to minimize the presence of pathogens and diseases in its herds and in the swine breeding stock and semen it sells, TRIUMPH CANNOT AND DOES NOT WARRANT THE ABSENCE OF ANY PATHOGENS OR DISEASE IN THE ANIMALS OR SEMEN SOLD TO MEMBER BY TRIUMPH. PATHOGENS OR DISEASES MAY BE PRESENT AT TIME OF SALE OR MAY APPEAR LATER.

I. **DISCLAIMER OF OTHER WARRANTIES.** These Conditions of Sale and the Agreement to which they are attached contain all of the warranties made by Triumph to Member. No other warranties, expressed or implied are given. Except as otherwise set out in these Conditions of Sale, all Animals and Semen sold under these Conditions of Sale are sold "AS IS". PIC AND TRIUMPH SPECIFICALLY GIVE NO WARRANTY OF MERCHANTABILITY, HEALTH, OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS PROVIDED IN THE AGREEMENT, OR THESE CONDITIONS OF SALE. Except as set forth in the Agreement or these Conditions of Sale, Triumph specifically disclaims any warranty of the genetic make-up of Animals or Semen, the performance of Animals or Semen, or the characteristics for performance of the progeny of Animals or Semen. There are no warranties with regard to Animals or Semen that extend beyond these Conditions of Sale and the Agreement.

J. **NON-WAIVER.** Failure to enforce any provision in these Conditions of Sale will not be deemed a waiver of Triumph's future right to enforcement of that provision or any other provision in these Conditions of Sale.

K. **EXCLUSIVE REMEDY.** WITH RESPECT TO THE TRANSFER OF ANIMALS OR SEMEN UNDER THESE CONDITIONS OF SALE, THIS REMEDY OF CREDIT FOR THE INVOICED COST OF AN ANIMAL, LESS SLAUGHTER VALUE, OR CREDIT FOR THE INVOICED COST OF SEMEN, AS PROVIDED IN SECTION D OF THESE CONDITIONS OF SALE, IS THE EXCLUSIVE REMEDY AGAINST PIC AND TRIUMPH FOR ANY CLAIM DIRECTLY RELATING TO THE PURCHASE OF ANIMALS OR SEMEN FROM TRIUMPH BY